



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



October 2, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT WITH THE ANTELOPE VALLEY SEARCH AND RESCUE
FOR USE OF A 2003 HUMMER H2 VEHICLE
(FIFTH DISTRICT) (THREE VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign an agreement with Antelope Valley Search and Rescue, at no cost to the County, for the use of a 2003 Hummer H2 vehicle, effective upon your approval and terminating in six (6) years or when mutually agreed upon.
2. Approve County to indemnify and defend the agency from all liability arising out of the County's use of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The County will provide repair and maintenance service for the vehicle.
3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to John Johnston, Captain, Antelope Valley Search and Rescue, 2029 Sundance Court, Palmdale, California 93551, for the generous loan and use of this vehicle.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Antelope Valley Search and Rescue wishes to loan to the County, under bailment agreement, the use of a 2003 Hummer H2 vehicle, Vehicle Identification Number 5GRGN23U33H125010. The vehicle will be used exclusively by Los Angeles County Sheriff's Department's (Department) deputy and civilian personnel assigned to the Antelope Valley Search and Rescue Team for transportation to and from search and rescue call-out situations and other associated operations.

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2 for Service Excellence and Workforce Excellence. Acceptance of this vehicle will enhance both the quality and productivity provided by Lancaster Sheriff Station.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. Antelope Valley Search and Rescue will hold legal title. All liability insurance will be provided and paid for by the Department. These costs will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six (6) years. However, the vehicle will be returned to Antelope Valley Search and Rescue when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the County and Antelope Valley Search and Rescue have mutually agreed upon the termination of this bailment, and five (5) days advance written notice for the return of the vehicle is given.

CONTRACTING PROCESS

See the attached bailment contract for detailed information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

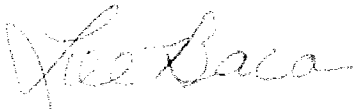
There is no impact on current County services.

The Honorable Board of Supervisors
October 2, 2007
Page 3

CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and the agreement to the Sheriff's Department. The Department's contact for the requested Board action is Sandra Engelbart, Operations Assistant II, (323) 267-2513.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leroy D. Baca".

LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this 2ND day of OCT 2007, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the "Antelope Valley Search and Rescue" hereinafter called "Antelope Valley Search and Rescue."

1. **Bailment of Property:** Antelope Valley Search and Rescue hereby transfers and delivers to the County, as a bailment, a 2003 Hummer H2 vehicle, Vehicle Identification Number 5GRGN23U33H125010 which is hereby referred to as the "Vehicle."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate when mutually agreed upon by giving the COUNTY five (5) days advance written notice for the return of the Vehicle and the Vehicle has been redelivered to Antelope Valley Search and Rescue within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to Antelope Valley Search and Rescue. COUNTY has the right to inspect said Vehicle prior to acceptance. Antelope Valley Search and Rescue shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/ owner's manual that comes with the Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

4. COUNTY agrees to indemnify and defend Antelope Valley Search and Rescue from any and all liability, losses, or damages Antelope Valley Search and Rescue may suffer and from any claims, demands, costs, or judgments against the Antelope Valley Search and Rescue arising out of COUNTY's use or operation of Antelope Valley Search and Rescue's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Titles to the property are, and shall at all times remain in the name of Antelope Valley Search and Rescue. The property shall not be transferred or delivered to any persons other than Antelope Valley Search and Rescue without Antelope Valley Search and Rescue's prior written consent. Neither shall this Agreement nor the Bailment created hereby be assigned by COUNTY, either by act or by operation of law.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of the Vehicle shall be at no cost.

76359

7. **Inspection by County:** COUNTY agrees to allow Antelope Valley Search and Rescue to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. COUNTY shall provide Antelope Valley Search and Rescue with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as Antelope Valley Search and Rescue or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by Antelope Valley Search and Rescue to the COUNTY and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to Antelope Valley Search and Rescue at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the equipment except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle. In the event of damages to the Vehicle, COUNTY shall notify Antelope Valley Search and Rescue to that effect and follow such instructions that Antelope Valley Search and Rescue may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to Antelope Valley Search and Rescue's agreement as to such condition), COUNTY shall properly notify the Antelope Valley Search and Rescue thereof and hold any wreckage for disposal by Antelope Valley Search and Rescue. With respect to any loss, theft or damage to the Vehicle, COUNTY and Antelope Valley Search and Rescue shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Assignment:** COUNTY is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without prior written consent of Antelope Valley Search and Rescue .

11. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a Bailment.

12. **Force Majeure or no Consequential Damages:** Antelope Valley Search and Rescue shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, government restriction, or any cause beyond Antelope Valley Search and Rescue 's control. IN NO EVENT SHALL Antelope Valley Search and Rescue BE LIABLE FOR ANY LOSS OR PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE LOSS, DELAY OR FAILURE OF DELIVERY, OR DEFECT OR FAILURE OF THE VEHICLE, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING, OR REPLACING THE SAME.

13. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Bailment Contract will be binding unless such modification is in writing, duly accepted, and executed by both parties.

76359

Antelope Valley Sheriff's Station
Search and Rescue Bailment Contract
Page 4

COUNTY OF LOS ANGELES

By *[Signature]*
Chairman, Board of Supervisors

Attest: Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

Antelope Valley Search and Rescue

By *[Signature]*
Deputy



By *[Signature]*
John Johnston, Captain

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By *[Signature]*
Deputy County Counsel

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51

OCT 02 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER